

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sky & Telescope Media, LLC		03/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macquarie US Trading LLC		
<b>Street Address:</b>	125 West 55th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2943440	BEAUTIFUL UNIVERSE	
Registration Number:	1226650	ESSCO	
Registration Number:	3022433	NIGHT SKY	
Registration Number:	1967170	SKY & TELESCOPE	
Registration Number:	1248328	SKY & TELESCOPE	
Registration Number:	2561652	SKY & TELESCOPE	
Registration Number:	1804467	SKY & TELESCOPE	
Registration Number:	1804470	SKY & TELESCOPE	
Registration Number:	1850438	SKY & TELESCOPE	
Registration Number:	1818788	SKY & TELESCOPE	
Registration Number:	2558586	SKY & TELESCOPE	
Registration Number:	1803246	SKY & TELESCOPE	
Registration Number:	1247672	SKY AND TELESCOPE	
Registration Number:	2118486	SKY WATCH	
Registration Number:	2684513	SKYANDTELESCOPE.COM	
Registration Number:	1256076		
Registration Number:	1947163	THE ESSENTIAL MAGAZINE OF ASTRONOMY	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 2943440

**Fax Number:**

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 513-241-2324

**Email:** lkrafte@whe-law.com

**Correspondent Name:** Lori Krafte

**Address Line 1:** Wood Herron & Evans LLP

**Address Line 2:** 441 Vine Street, 2700 Carew Tower

**Address Line 4:** Cincinnati, OHIO 45202-2917

**NAME OF SUBMITTER:**

Lori Krafte

**SIGNATURE:**

/Lori Krafte/

**DATE SIGNED:**

04/02/2014

**Total Attachments: 8**

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GRANT OF FIRST LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS** ("Agreement"), effective as of March 12, 2014 is made by **SKY & TELESCOPE MEDIA, LLC**, a Delaware limited liability company, located at 38 E. 29<sup>th</sup> St., New York, NY 10016 ("Sky & Telescope Media"), as Additional Grantor, in favor of **MACQUARIE US TRADING LLC**, a limited liability company, located at 125 West 55th Street, New York, NY 10019, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among New Publishing Holdings, Inc. ("Holdings"), F+W Media, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of July 9, 2013, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, Section 5.9 of the Credit Agreement requires, Keepsake Quilting, as an additional grantor, to become a party to the Guarantee and Collateral Agreement and, accordingly, to pledge and grant to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Sky & Telescope Media has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Sky & Telescope Media agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Sky & Telescope Media hereby grants a continuing security interest in all of the Sky & Telescope Media's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure the prompt and complete payment and performance when due of the Obligations. Notwithstanding the foregoing, this Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of

Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by Sky & Telescope Media for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Sky & Telescope Media does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SKY & TELESCOPE MEDIA, LLC**

By: \_\_\_\_\_

Name: James Ogle

Title: Chief Financial Officer

**MACQUARIE US TRADING LLC**

as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

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SECTION 4. Acknowledgment. Sky & Telescope Media does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SKY & TELESCOPE MEDIA, LLC**

By: \_\_\_\_\_  
Name: James Ogle  
Title: Chief Financial Officer







**MACQUARIE US TRADING LLC**  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name: Robert M. Perdock  
Title: Managing Director

By: \_\_\_\_\_  
Name: Anita Chiu  
Title: Associate Director


**Schedule A**  
**Sky & Telescope Media, LLC**

<b>Mark</b>	<b>Country</b>	<b>Application Serial No.</b>	<b>Registration No.</b>
BEAUTIFUL UNIVERSE	U.S.	76/560,860	2,943,440
ESSCO	U.S.	73/356,625	1,226,650
NIGHT SKY	U.S.	76/553,388	3,022,433
NIGHT SKY	Canada	1204763	655988
NIGHT SKY	European Union	3,640,588	3,640,588
SKY & TELESCOPE	Hong Kong		300386000
SKY & TELESCOPE & Design 	U.S.	74/365,034	1,967,170

SKY & TELESCOPE & Design 	U.S.	73/356,624	1,248,328
SKY & Design 	U.S.	76/238,671	2,561,652
SKY & TELESCOPE & Design 	U.S.	74/367,054	1,804,467
SKY & TELESCOPE & Design 	U.S.	74/367,085	1,804,470
SK & Design 	U.S.	74/365,035	1,850,438
SKY & TELESCOPE & Design 	U.S.	74/367,207	1,818,788

SKY & TELESCOPE	China		3,779,442
SKY & TELESCOPE	Taiwan	93003488	1,131,633
SKY & TELESCOPE	China		3,804,353
SKY & TELESCOPE	Taiwan	93003489	1,132,789
SKY & TELESCOPE	U.S.	76/238,670	2,558,586
SKY & TELESCOPE	Canada	1106625	618,756
SKY & TELESCOPE	New Zealand		639,327
SKY & TELESCOPE	Australia	878759	878,759
SKY & TELESCOPE	New Zealand		611,591
SKY & TELESCOPE	U.S.	74/367,008	1,803,246
SKY & TELESCOPE	Japan	2003-090723	4,807,642
SKY & TELESCOPE	Canada	1056545	619,707



SKY AND TELESCOPE	U.S.	73/356,764	1,247,672
SKY WATCH	U.S.	75/147,511	2,118,486
SKYANDTELESCOPE.COM	U.S.	76/238,669	2,684,513
	U.S.	73/368,441	1,256,076
THE ESSENTIAL MAGAZINE OF ASTRONOMY	U.S.	74/369,327	1,947,163
SKY & TELESCOPE	Chile	638929	703,956
SKY & TELESCOPE	Argentina	2490121	2,044,912
SKY & TELESCOPE	Brazil	826211933	826,211,933

SKY & TELESCOPE	Venezuela	2004-000834	P257747
SKY & TELESCOPE	Chile	638930	714,406
SKY & TELESCOPE	Venezuela	2004-000835	S026679